



Sheriff's Department/Corporation Counsel

RLB

**AMENDMENT OF CONTRACT 004559**

**AMENDMENT 03**

**AMENDMENT DATE: November 8, 2016**

This AMENDMENT OF CONTRACT (hereafter this "Amendment") is made and entered into by and between the Contractor named and identified below, (hereafter "Contractor") and the COUNTY OF OAKLAND (hereafter "County") whose address is 2100 Pontiac Lake Rd, Waterford, MI 48328.

CONTRACTOR	ADDRESS
Inmate Calling Solutions LLC	2200 Danbury Street San Antonio, TX 78217
Vendor Number: 19667	

The County and Contractor agree and acknowledge that the purpose of this Amendment is to modify as provided herein and otherwise continue the present contractual relationship between the Parties as described in their current contract with the same contract number as above.

In consideration of the extension of the mutual promises, representations, assurances, agreements, and provisions in the Contract and this Amendment, the adequacy of which is hereby acknowledged by the Parties, the County and Contractor hereby agrees to amend the current Contract as follows:

- 1.0 The County and Contractor agree that any and all defined words or phrases in the current Contract between the parties will apply equally to and throughout the amendment.
- 2.0 The Parties agree that any and all other terms and conditions set forth in the current Contract between the Parties shall remain in full force and effect and shall not be modified, excepted, diminished, or otherwise changed or altered by this Amendment except as otherwise expressly provided for in this Amendment.
- 3.0 Description of Change:

See Amendment 3 – Attached.



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For and in consideration of the mutual assurances, promises, acknowledgments, warrants, representations, and agreements set forth in the Contract and this Amendment, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the undersigned hereby execute this Amendment on behalf of the County, and Contractor and by doing so legally obligate and bind the County and Contractor to the terms and conditions of the Contract and this Amendment.

**THE CONTRACTOR:**

SIGN / DATE: *Brendan Philbin*  
Brendan Philbin (Nov 9, 2016)

Inmate Calling Solutions LLC

**THE COUNTY OF OAKLAND:**

SIGN / DATE: *Scott N. Guzzy*  
Scott N. Guzzy (Nov 8, 2016)

Pamela L. Weipert, CPA CIA, Compliance Officer  
or

Scott N. Guzzy, CPPO, MBA, Purchasing Administrator

cmk

## AMENDMENT No. 3 to the INMATE TELEPHONE SERVICES AGREEMENT

This Amendment No. 3 to the Inmate Telephone Services Agreement dated 9/1/2015, as previously amended, (the "Agreement") is made by and between **Inmate Calling Solutions, LLC, d/b/a ICSolutions** and **County of Oakland, Michigan** effective as of June 20, 2016 ("Amendment Date"). Whereas, the parties agree as follows:

- The calling rates used for inmate calling services under the Agreement are hereby amended to be as follows:

Collect Calling Rates		
Call Type	Per Call Charge	Per Minute Charge
Local	\$0.00	\$0.25
Intrastate/IntraLATA	\$0.00	\$0.25
Intrastate/InterLATA	\$0.00	\$0.25
Interstate	\$0.00	\$0.25

Prepaid & Debit Calling Rates		
Call Type	Per Call Charge	Per Minute Charge
Local	\$0.00	\$0.25
Intrastate/IntraLATA	\$0.00	\$0.25
Intrastate/InterLATA	\$0.00	\$0.25
Interstate	\$0.00	\$0.21
International Debit	\$0.00	\$0.95

**NOTES:** Domestic interstate rates apply for calls to U.S. territories including American Samoa, Guam, Northern Mariana Islands, Puerto Rico and U.S. Virgin Islands. All non-U.S. destinations are rated as international.

Call rates shown do not include local, county, state and federal taxes, regulatory fees and billing fees.

**Non-Commissionable Billing Fees:**

Payment Processing Fee (Live Agent)	\$5.95
Payment Processing Fee (IVR or Internet)	\$3.00
Bill Statement Fee (Collect & Direct Billing only)	\$2.00
(All other fees free or waived)	

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2. The Expiration Date, set forth on the first page of the Agreement, is hereby amended to be "11/30/2020". (5 Years from commencement of services)
3. Sections 3, Installation and Section 4, Equipment and Materials under the Agreement are hereby amended to include the deployment of a Video Visitation System including the following:

**Video Visitation:**

- 38 x Wall Mounted Inmate Kiosks
- 2 x Mobile Inmate Kiosks
- 20 x Visitor Kiosks
- 10 x POE Switches
- 58 x Conduit\Cable\Connector packages
- 1 x Linux Commissioning Server
- 2 x Video Call Processing Servers
- 2 x Video Recording Storage Servers
- 2 x Visitor Registration Terminals
- Remote visitation enabled
- Turnkey installation including all necessary conduit and cabling
- All-inclusive warranty, support repair\replace maintenance package
- Services charged to consumers at \$.50 per minute in 20-minute intervals inclusive of the 'Recovery Fee' described above.

4. The first sentence of Section 7.3 of the Agreement is hereby replaced with the following:

*"Commencing with July 2016 calling revenue, Contractor shall pay County a monthly Commission of seventy five and one tenth percent (75.1%) of the gross call revenue. Commencing with calling revenue dated December 1<sup>st</sup> 2016 and continuing through November 30<sup>th</sup> 2019, ICS shall retain the first \$0.25 per call ("Video Recovery Fee") to recover the initial investment and ongoing monthly warranty expense of the video visitation system and pay the County seventy five and one tenth percent (75.1%) of the remaining call value. Upon recovery of a \$358,500 initial investment in the video visitation system plus a \$2,500.00 monthly warranty fee for each month of service, Contractor shall no longer retain the first \$0.25 per call but shall pay the County seventy five and one tenth percent (75.1%) of the gross call value with a continued offset of the \$2,500.00 monthly warranty fee against Commissions otherwise due to County. Contractor shall pay to County an additional Commission of 50% of any remote video visitation service fees collected from consumers. Gross call revenue includes no deductions for unbillables, chargebacks or bad debt."*

5. The first two sentences of Section 7.4 of the Agreement are hereby replaced with the following:

*"In no event shall the annual sum of Video Recovery Fees and Commission payments to County be less than \$1.4 million dollars as long as County maintains its current average daily Inmate population. In the event such sum for an annual twelve month period is less than \$1.4 million dollars, based on the average daily Inmate population at the start of this Contract, Contractor shall pay County the difference between the calculated sum and \$1.4 million dollars."*

6. Except as amended herein, the Agreement shall remain in full force and effect.



OAKLAND COUNTY EXECUTIVE, L. BROOKS PATTERSON

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248-858-0511 | [purchasing@oakgov.com](mailto:purchasing@oakgov.com)**

IN WITNESS WHEREOF, the parties hereto have executed this Amendment by their duly authorized representatives effective as of the Amendment Date first set forth above:

**Inmate Calling Solutions, LLC d/b/a ICSolutions**

**County of Oakland, Michigan**

*Scott N. Guzzu*  
Scott N. Guzzu (Nov 8, 2016)

(Signature)

Purchasing Administrator  
(Title)